



REQUEST FOR PROPOSALS

***Firefighting Personal Protective Coat and Pants
for the
Cincinnati Fire Department***

DUE DATE: October 6th, 2016 at 3:00 PM ET

RFP NUMBER: RFP487CFDTURNOUT

ACCEPTANCE PLACE: Patrick A. Duhaney, Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

Requests for information/clarification related to this Proposal should be directed to:

Lashaun Williams, Buyer
Email: Lashaun.Williams@cincinnati-oh.gov

Issue Date: September 8th, 2016

NOTE: The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at www.cincinnati-oh.gov/vss.

**REQUEST FOR PROPOSALS
FROM THE CITY OF CINCINNATI
Firefighting Personal Protective Equipment for Cincinnati Fire Department**

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide Personal Protective Equipment Coat and Pants (hereinafter "PPE") that meets the needs of the Cincinnati Fire Department. In addition, they should provide support and warranty services on the PPE offered. They should also provide training on the PPE if needed.

GENERAL BACKGROUND AND INFORMATION

The Cincinnati Fire Department (hereinafter referred to as "Cincinnati Fire" or "CFD") is the primary fire service agency for the City of Cincinnati and provides a full range of fire services to 52 diverse neighborhoods. The CFD currently maintains approximately 850 sworn firefighters. Led by the Fire Chief, fire operations are divided among three Bureaus: Operations, Administration, Human Resources, Fire Prevention and Emergency Management.

Upon receipt of the proposals, the City will review the proposals in order to determine no more than four PPE vendors to participate in a field evaluation. The purpose of the field evaluation is to test the functionality, fit, comfort and level of protection offered in order to meet the needs of the CFD in the opinion of the Fire Clothing Specification Committee.

SCOPE OF SERVICES / CERTIFICATIONS / SPECIFICATIONS

The current specification for purchasing Personal Protective Equipment (hereinafter "PPE") is over 10 years old. With advances in protective fabrics, construction of PPE and comfort of PPE; the CFD is looking to update our specification to allow for the best possible fit, finish and protection to our personnel.

Certification:

The clothing submitted for consideration must be tested for blood borne pathogen resistance as worn.

The clothing system submitted for consideration must meet or exceed the criteria set forth in the current edition of NFPA 1971 Protective Clothing for Structural Firefighting, FED-OSHA CFR 1920, subpart L, OSHA 29 CFR Part 1910.1030. All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester shall denote certification.

Garment Construction Specifications:

The construction and design of the garment shall be discussed during the manufacturer's oral presentation. This discussion shall include, but not limited to, the specific construction properties of the gear submitted for evaluation including the benefits of seam construction, stitch type and thread used.

Garment Style:

1. The style of the ensemble shall be that of incorporating the standard waist rise bunker pant with the appropriate length coat.

2. This ensemble must maintain the required NFPA overlap throughout all range of motions and provide the most protective and comfortable garment for the wearer as determined through the evaluation process.
3. The ensemble style submitted shall be fully explained at the manufacturer's oral presentation.

Composite Performance:

1. The PPE Composite shall include the combination of Outer Shell, Moisture Barrier and Thermal Liner.
2. Composite Requirements on Thermal Protective Performance (TPP), Total Heat Loss (THL) and Conductive and Compressive Heat Resistance (CCHR) shall be outlined below.
3. The design methods for enhancing the CCHR in the specified areas shall be left up to the manufacturer as long as the construction is from certified thermal liner materials.
4. The Fire Clothing Specification Committee personnel will determine the acceptability of each design based on lab results, comfort, mobility, weight, durability, heat resistance and flexibility.
 - a. The composite shall have a Thermal Protective Performance (TPP) of not less than 40 when tested in accordance with NFPA 1971, most current edition.
 - i. A composite system with TPP's no lower than 37 may be evaluated if the thermal enhancement system in high load areas is deemed acceptable by Evaluation Committee personnel. **NO EXCEPTIONS.**
 - b. The composite shall have a TOTAL HEAT LOSS (THL) rating of not less than 270.
 - i. Systems with even higher THL's are encouraged. **NO EXCEPTIONS.**
 - c. CONDUCTIVE COMPRESSION HEAT RESISTANCE RATING (CCHR) The composite shall have additional thermal enhancement in the shoulders, upper back, upper chest and extending down the outside of the upper arm and tops of the forearms. **NO EXCEPTIONS.**
 - i. The CCHR rating in this area shall not be less than 32 wet and 40 dry.
 - ii. The pant knee shall exhibit a CCHR rating of not less than 145 wet and 135 dry.

Outer shell material:

1. The outer shell shall be constructed from 7.5 oz. PBI Enhanced Water Repellence Rip Stop material – Gemini XT or equivalent.
2. The color submitted for testing shall be tan.

Moisture Barrier and Thermal Lining:

1. The moisture barrier shall be constructed from Crosstech Black or equivalent.
2. The thermal barrier shall be constructed of Cladura Silver SL2 or equivalent.
 - a. The thermal barrier shall be Crosstech Glide or equivalent in the arms of each fire coat from the armpit seam to the wrist seam.
3. **Liner Inspection Capability:**
 - a. The liner system shall incorporate an inspection port or opening to allow for field inspection of the "internal" condition of the moisture barrier membrane, seam sealing and thermal insulating layer / quilt stitching as recommended in NFPA 1851 during "Advanced Inspections".
 - b. The opening/port shall be easily opened and re-sealable to protect the interior of the liner/moisture barrier assembly from dirt or grit inadvertently entering the system while in daily use.

- c. This capability shall be discussed during the manufacturer's presentation.
4. The coat shall be provided with Kevlar felt (or equivalent) in areas on the arms, shoulder and back where compression points are most common to help eliminate burns.
 - a. CCHR in this area shall meet the requirements above.

Coat Closure:

1. The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap.
2. The front closure system shall consist of glove snaps and snap hooks with corresponding dee rings.
3. The storm flap shall be secured by wide loop on the inner side of the storm flap and wide hook attachment on the left front coat. The storm flap shall eliminate all exposed frontal hardware.
 - a. The overlap of the front closure flap shall be a minimum of 5" secured with hook and loop closures that are reinforced to prevent curling or tearing.
 - b. The hook and loop closure shall be at least 2" in width on this closure point.

Collar:

1. The collar shall be of such construction that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face.
2. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat.
3. The collar shall be snug fitting and shall completely cover the neck and throat area when in the raised position.
4. Raised height shall be approximately 4 inches, with a contoured overlap at the front of the coat.
5. Collar closure shall be provided by hook and loop, with the hook portion sewn on right side of collar and loop portion sewn on left, set horizontal.
6. Collar shall be of such design so as not to interfere with SCBA face mask or helmet.
7. When examined prior to donning, the turned up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.

Coat Reflective Trim:

1. The reflective trim shall meet the requirements of Project FIRES and shall consist of 3" trim on the Chest/Back, sleeves and hem.
2. The reflective trim on the cuffs shall be split or offset to eliminate total circumferential striping at critical points.
3. All reflective trim shall be orange two-tone Scotchlite.

Coat Cuff Reinforcement:

1. The coat cuffs shall be reinforced with an additional layer of fabric.
2. The composition of this fabric shall be the in the manufacturers opinion to be the best suited for the needs of the Cincinnati Fire Department.
3. This choice shall be discussed in the manufacturer's oral presentation with supporting documentation.

Coat Take Up Straps:

1. At each side above the coat pockets there shall be take up straps with postman style buckles that provide at least 2.5" of tightening by means of a forward pulling action.
2. Attached end of each component strap shall be bar tacked in place.

Radio Pocket:

1. A minimum 7" deep X 3" wide X 2" radio pocket shall be provided and placed on the left chest.
2. The radio pocket shall have an antenna notch on both sides of the closure flap.
3. A microphone tab shall be placed on the storm flap closure in the center of the chest above the SCBA chest strap.
4. An additional microphone tap shall be placed on the coat approximately 4-5 inches above the top of the radio pocket.
5. The radio pocket will have hook and loop closure system.

Equipment Clips:

1. One reverse clip on a patch with hook and loop strap shall be placed on the right chest to secure 1 Streamlight flashlight.

Coat Pockets:

2. Two large Kevlar lined bellows pockets shall be provided on the coat. They shall be reinforced to carry tools and equipment.
 - a. Pockets shall be proportional to coat.
 - b. Pockets shall be self-draining.
 - c. Pockets will have hook and loop closure system.

Wristlets:

1. The outer shell sleeve end shall have a two ply Nomex knit wristlet designed to keep debris out of the end of the sleeve and water well area.
2. The coat sleeve end shall be designed so as to provide *continuous and unbroken* moisture barrier and thermal protection to the end of the sleeve cuff.
3. Design shall also provide for an inner Nomex knit wristlet that extends past the break of the wrist and to at least the rear of the thumb joints to offer added wrist protection and provides for a durable means of thumb attachment.
4. The wristlet/thumb attachment design shall not bunch up when donning a fire glove.
5. The wristlet / thumb shall also allow for easy donning of a medical glove
6. The wristlet / thumb shall allow for quick and easy repair when needed.

Lettering:

1. There shall be "Cincinnati Fire" sewn on the back of the coat in 2" sewn Orange Scotchlite Letters.
2. The individual fire fighter's first initial and last name shall be sewn on the bottom rear of each individual coat in 3" sewn Orange Scotchlite Letters.
 - a. **Exception:** For names with the total number of letters exceeds the available space on the coat, the letters can be reduced to 2" sewn Orange Scotchlite Letters.

Hang-Up Loop

An 80-pound tear strength hang up loop shall be provided at the interior collar seam where it will be unable to get hung up when the collar is in the upright and proper position.

1. Loop to be constructed of triple layers of the specified outer shell material and lock stitched to the coat.
2. Webbing is not acceptable for this loop.

Pants Closure:

1. A hook and dee ring closure shall be used for one motion closing at the waist.
2. The storm fly shall be held closed along its length by hook and loop fastener closure.

Pant Cuffs:

1. The pant cuffs shall be finished to provide the best wear characteristics and end user comfort.
2. This detail shall be discussed in the manufacturer's oral presentation.

Pants Cuff Reinforcement:

1. The pants cuffs shall be reinforced with an additional layer of fabric.
2. The composition of this fabric shall be the in the manufacturers opinion to be the best suited for the needs of the Cincinnati Fire Department.
3. This choice shall be discussed in the manufacturer's oral presentation with supporting documentation.

Pants Reflective Trim Placement:

1. The reflective trim shall meet the requirements of Project FIRES and shall consist of 3" trim at the cuffs and extend vertically up the outside leg to the bottom of the pocket.
2. All reflective trim shall be orange two-tone Scotchlite.

Pants Pockets:

1. Two large Kevlar lined bellows pockets shall be provided on the coat. They shall be reinforced to carry tools and equipment.
 - a. Pockets shall be proportional to pants.
 - b. Pockets shall be self-draining.
 - c. Pockets will have hook and loop closure system.
 - d. One pocket shall have sewn in dividers for tools and equipment

Pants Adjustment Straps:

1. A set of two (2) Postman slide take-up straps shall be provided.

Radio Strap Keeper Tab:

A fabric tab shall be provided on the left and right rear of the PPE pant to provide a place to attach a Radio Strap securing strap. This shall be approximately 1" wide x 2" long about 2-3" below the top of the pants.

Knee Protection:

1. The manufacturer shall provide the Cincinnati Fire department with the manufacturer's opinion of the best suited knee protection for the needs of the Cincinnati Fire Department.
 - a. **Note:** The knee shall be provided with Kevlar felt or similar system to increase protection and avoid knee burns.
 - b. CCHR for this area shall meet the requirements mentioned above.
2. Reinforcement of the knees shall provide padding and abrasion protection, while maintaining free movement of the knee area.
3. The knee shall not shift or move when walking or crawling.
4. This choice of padding and abrasion protection shall be discussed in the manufacturer's oral presentation with supporting documentation.
5. Supporting documentation must include wear characteristics of proposed knee protection.

Suspenders:

1. Two-Toned Orange Scotchlite trimmed suspenders shall be supplied with each pair of pants.
2. Suspenders shall be designed for the highest level of comfort and ease of adjustment as determined by the evaluation committee.

Tracking:

1. A barcode garment tracking system shall be provided at no cost.
2. Tracking system shall include everything necessary to comply with tracking requirements as set forth by the NFPA Standards. (Software, Hardware, Etc.)

Sizing:

1. All garments shall be constructed according to the unique measurements of the intended wearer.
2. All wearers shall be measured to ensure proper fit.

QUALIFICATIONS

- A. The Offeror must demonstrate approximately ten years minimum experience in manufacturing and distributing PPE garments to fire departments similar in size or function to the City of Cincinnati.
- B. The Offeror must identify the project manager it proposes to assign to the City's contract. Please provide the project manager's resume and bio.

TIMETABLE

Milestones for the Process are:

Date

1. Release of RFP 9/8/2016
2. Date of deadline for written questions 9/22/2016 at 3:00 PM ET
3. **OFFERORS SUBMIT PROPOSALS** **10/06/2016 at 3:00 PM ET**
4. **Short-listed Offerors selected to participate in field Evaluations** **10/20/2016**

5. FIELD EVALUATION PROCESS

Phase 1:

1. All manufacturers' requesting to be considered shall provide twelve (12) complete structural firefighting ensembles for consideration in accordance with the general specifications contained herein. Evaluators shall be sized by all manufacturers in the PPE testing process on October 26th, 2016 at 0900.
2. The sizing on October 26th, 2016 will occur at Cincinnati Fire Fighters IAFF Local 48 Offices, 1011 West 8th Street, Cincinnati, Ohio 45203.
3. At 1000 on October 26th, 2016, each manufacturer will be provided a 1-hour window to present their plan for PPE to the Fire Clothing Specification Committee.
 - a. This presentation schedule will be set-up by random drawing in the presence of all evaluators at 0900 on October 26th, 2016.
4. All test gear shall be brought to the initial wear test meeting on December 7th, 2016.
 - a. At this meeting, each field tester will be fitted with the PPE to ensure proper fit. NO DISCUSSION can occur between the manufacturer and the participant at this time. If the PPE doesn't fit – the manufacturer has until December 16th to submit a correctly fitted set of PPE.
 - b. From December 19th, 2016 until January 14th, 2017, all PPE will be inspected for compliance with specifications and washed once by CFD PPE Repair Technicians in the presence of at least (2) members of the Fire Clothing Specification Committee.
5. The wear test process will begin on January 15th, 2017. The duration of the wear test will be determined based on the number of manufacturers participating in the process
 - a. The random drawing on October 26th, 2016 at 0900 will be used to determine the wear test order.
6. Each manufacturer will be provided with a 2-hour window of time 3 days prior to their random assigned 3-week wear test cycle. This 2-hour window will occur on the Thursday prior to the start of the test cycle on following Sunday.
 - a. During this 2-hour window, the manufacturer can provide any information, instruction and ensure proper fitting for the personnel assigned to the testing process. An example of the schedule is provided in #6 below.
7. The submitted PPE ensemble will be worn by the selected wear testers for 3-weeks per submission.
 - a. **SCHEDULE:**
 - i. Manufacturer #1 – Present to wear testers on January 12th, 2017 wear test will occur from January 15th, 2017 until end of shift on February 2nd, 2017.

- ii. Manufacturer #2 – Present to wear testers on February 2nd, 2017 wear test will occur from February 5th, 2017 until end of shift on February 23rd, 2017.
 - iii. Manufacturer #3 – Present to wear testers on February 23rd, 2017 wear test will occur from February 26th, 2017 until end of shift on March 16th, 2017.
 - iv. Manufacturer #4 – Present to wear testers on March 16th, 2017, wear test will occur from March 19th, 2017 until end of shift on April 6th, 2017.
- 8. This gear shall be provided to the Cincinnati Fire Department free of charge and can be returned to the manufacturer upon written request within 30 days at the end of the conclusion of the evaluation.
- 9. All ensembles submitted shall be evaluated for a minimum amount of time as outlined in #7 above; however, this time can be extended by the Fire Clothing Specification Committee if needed. In the event the evaluation period is extended, all manufacturers will be provided immediate notice.
- 10. Prior to the end of the 3-week evaluation, each manufacturers ensembles will be subjected to at least one session in a flashover simulator, several job specific evaluations, and all emergency responses made by the evaluator. (See enclosed evaluation matrix)
- 11. The PPE will be inspected, evaluated to ensure compliance with specifications, washed and dried prior to wearing it the first time by Cincinnati Fire Department PPE Repair Technicians.
 - a. This will occur from December 19th, 2016 until January 14th, 2017.
- 12. The PPE will be inspected, washed and dried following the flashover and job specific evaluation day at the end of the 3-week wear test cycle.
- 13. Lastly, Cincinnati Fire Department PPE Repair Technicians will wash and dry the PPE 3 additional times for a total of (5) wash cycles during the evaluation phase.
 - a. At the end of these (5) wash cycles, the Cincinnati Fire Department PPE Repair Technicians will inspect and evaluate the gear according to the attached evaluation matrix.

Phase 2:

- 1. At the end of the evaluation cycle on April 12th, 2017, the 12-member evaluation group will be provided all of their sets of PPE for a final evaluation. This will occur after all complete wash / dry / inspect cycles have been completed by CFD PPE Repair Technicians.
 - a. This final fit evaluation and side-by-side evaluation will be done by the evaluators.
 - b. Each evaluator will be provided their test PPE in a separate room.
 - c. This will be conducted individually by each member of the evaluation group without involvement or discussion with any other group member.

Phase 3

- 1. Following the wear test on April 12th, 2017, each manufacturer will:
 - a. Provide a cost proposal provided by manufacturer for estimated total sets of PPE to be purchased as outlined by the Fire Department at the start of the test.
 - b. Provide a cost proposal provided by manufacturer for 850 new sets of PPE.

- c. Provide a cost proposal provided by the manufacturer for 850 new sets of PPE on a lease to purchase plan offered by the manufacturer.
- d. Provide a cost proposal for any associated training or equipment to allow Cincinnati Fire Department PPE Repair Technicians to inspect, clean and repair each manufacturers PPE.
- e. Provide a cost proposal for equipment and/or software to track the inspection, cleaning and maintenance of PPE to include but not limited to:
 - i. Serial #'s
 - ii. Date of Manufacturer
 - iii. All Cleaning Cycles
 - iv. All Inspection Cycles
 - v. All Repairs
 - vi. Modifiable to include city specific ID numbers and names of firefighters.
- 2. A separate cost proposal for a complete PPE inspection, maintenance and cleaning program option and associated cost shall be submitted.
 - a. This cost proposal shall be considered as an option to the PPE clothing proposal.
 - b. This proposal shall include a detailed description of all services to be performed within the scope of proposed maintenance program.

6. Field evaluations are concluded April 12, 2017

7. City initiates negotiations with preferred Offeror (approx.) May 1, 2017

Evaluation Matrix

Evaluation 1:

Initial Inspection, Specification Compliance Assessment and Wash / Dry Cycle #1. This will be conducted by a member of the Fire Department Fire Clothing Specification Committee and one of the Cincinnati Fire Department PPE Repair & Cleaning Technicians.

Evaluation 2:

Manufacturers Presentation, Fit & Finish Evaluation

Evaluation 3:

Daily Wear Survey

Evaluation 4:

Job Performance Simulation Survey

- 1. Room Search / Crawling with SCBA
- 2. Flashover Simulator / Kneeling on knees with SCBA
- 3. Tower Climb – walking up 3 flights of stairs
- 4. Ladder Climb – climbing 24' ladder and transitioning into window
- 5. Low Profile Maneuver – maneuvering through restricted passage.
- 6. Swinging or Chopping Motions with an Axe or Sledge Hammer
- 7. Pushing and Pulling Motions with a Ceiling Hook Simulating Overhauling Ceiling Above Participants Head

Evaluation 5:

Post Wear Test / Job Performance Evaluation Inspection and Wash / Dry Cycle #2. This will be conducted by a member of the Fire Department Fire Clothing Specification Committee and one of the Cincinnati Fire Department PPE Repair & Cleaning Technicians.

Evaluation 6:

Post Wash / Dry Inspection & Evaluation after 3 additional Wash / Dry Cycles (total of 5). This will be conducted by a member of the Fire Department Fire Clothing Specification Committee and one of the Cincinnati Fire Department PPE Repair & Cleaning Technicians.

Evaluation 7:

Final side-by-side comparison by wear testers with all PPE tested.

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than September 22, 2016 at 3:00 PM ET to Lashaun Williams at: lashaun.williams@cincinnati-oh.gov. Please reference **"RFP487CFDTURNOUT, Firefighting Personal Protective Equipment for the Cincinnati Fire Department"** in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

The City may hold a non-mandatory pre-submission meeting. If such a meeting is held, the date, time, and location of the meeting will be communicated via an addendum.

RFP SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

One (1) signed original, five (5) complete copies, and one electronic copy of the proposal via CD/USB Flash Drive/etc. of the proposal must be submitted to:

Patrick A. Duhaney, Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

All proposals must be submitted in a sealed package. The following notation should be on the sealed package:

RFP487CFDTURNOUT, Firefighting Personal Protective Equipment for the Cincinnati Fire Department, Due October 6th, 2016 at 3:00 PM ET.

The **deadline** for responding to this RFP and for submitting all related materials is:

October 6th, 2016 at 3:00 PM ET

Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. If the Offeror has marked information in the Proposal as confidential as provided below, upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor, providing redacted copies of the documents, or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

If the Offeror believes that some information contained in the Proposal is exempt from disclosure, the Offeror is instructed to label such information as confidential, specify the pertinent section of the public records law which justifies nondisclosure, segregate from the Proposal the specific information to be exempt from disclosure, and request in writing that the City keep such information confidential and free from disclosure. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP must submit each of the following:

1. Form OCC 147, Equal Employment Opportunity Program (optional with proposal)
2. Forms of insurance evidencing coverage or a statement that the necessary coverage will be obtained. The necessary coverage is provided in Section III of the RFP
3. References
4. Offeror is a City of Cincinnati-certified SBE, WBE, and/or MBE or is partnered/subcontracting with a City-certified SBE(s), WBE(s), and/or MBE(s)"

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code. The City will award a contract to the successful Offeror considering the total requirements for this procurement and in accordance with CMC Chapter 321.

The City's Project Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The committee will then select the proposal that is "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below:

1. Project Approach and Implementation Plan **5%**

Offerors will be evaluated on the effectiveness of the Offeror's organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet the implementation schedule.

2. Experience of Firm **5%**

Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), quality of recently completed projects, including adherence to schedules, deadlines and budgets, responsiveness to clients when issues arise, and experience with similar projects.

3. Technical Proposal **5%**

Offerors will be evaluated on their compliance of the technical specifications detailed in the Scope of Services/Specifications and the completeness and quality of the documentation of the technical proposal for the proposed system.

4. Price Proposal **20%**

The Proposal must include a complete cost to outfit the number of sets of PPE now and moving forward for a period of (5) years. The costs to be provided are outlined in Phase 3 of the proposal on page #8.

5. Field Evaluation **60%**

Selected vendors must provide, at no expense to the City of Cincinnati, 12 sets of PPE for the field testing. The scope and scale of this testing will be to familiarize Cincinnati Fire Department (CFD) with the PPE submitted and perform comprehensive field evaluation on fit, function, comfort and protection of the submitted PPE.

Quantitative survey scores of officers and personnel that participated in the field testing and evaluation

6. City of Cincinnati-certified SBE, WBE, or MBE Participation **5%**

It is preferred that the Offeror is a City of Cincinnati-certified SBE, WBE, and/or MBE or is partnered/subcontracting with a City-certified SBE(s), WBE(s), and/or MBE(s).

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make a demonstration or oral presentation or conduct a field examination or testing of their products.

The City is not responsible for any loss of or damage to equipment or software that occurs during or as the result of any field evaluation or testing process performed as a part of the evaluation of responses to this RFP.

COMPETITION INTENDED

Competition shall be generated to the maximum extent practicable, including opportunities for SBEs, WBEs, and/or MBEs through the Small Business Enterprise (SBE) Program (CMC Chapter 323) and Minority and Women Business Enterprise Programs (CMC 324) respectively.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror(s) whose proposal is found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror(s) whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon notification of the Award. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

ADDITIONAL INFORMATION

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be distributed to each person registered as having received a set of RFP documents.

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Information on all changes or addenda will be available from the Division of Purchasing no less than five (5) working days prior to scheduled proposal opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Offerors must complete and return with their Proposal, pages 1, 3, 5 and 6 of the OCC147 (2/98) form that is included in Section IV; page 6 must be signed by a person authorized to bind the Offeror.

Living Wage: A summary of the City's Living Wage requirements is included in the RFP Section III. The Living Wage Affidavit is provided only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete this Affidavit at contract execution.

Non-Discrimination Policy: A summary of the City's Non-Discrimination Policy is included in the RFP Section IV.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this proposal and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

S/M/WBE SUBCONTRACTING

There is no specific S/M/WBE subcontracting goal for this project. However, the City desires that opportunities for City-certified SBEs, WBEs, and/or MBEs be generated to the maximum extent practicable. As such, S/M/WBE subcontracting will be one of the factors the City considers for award.

Only Offerors who submit Proposals that include subcontractor(s) must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003), signed by a person authorized to bind the Offeror. This form is included in the RFP Section IV.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any Bidder on the list. It is each Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

1. Transmittal Letter on Company Letterhead Signed by Representative with Authority to Bind Offeror
2. Introduction and Executive Summary
3. Firm's Qualifications and Key Personnel
4. Project Approach and Implementation Plan
5. Technical Proposal
6. Price Proposal
7. City of Cincinnati-certified SBE, WBE, MBE Participation

EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

III. CONTRACT TERMS AND CONDITIONS

The Offeror's response to this Request for Proposal (RFP) may be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

TERM

The initial term of the resulting contract shall be for 5 years with one additional 12-month optional renewal period. As part of the proposal submission, the offeror shall provide pricing options for a long term (Five years plus One additional year) contract.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

SMALL BUSINESS ENTERPRISE AND MINORITY AND WOMEN ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 and the Minority and Women Business Enterprise (M/WBE) Programs contained in Chapter 324 of the Cincinnati Municipal Code. Section 323-99 and 324-99 of the Cincinnati Municipal Code are hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of SBEs and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs and M/WBEs must be certified under the appropriate City commodity code by the time of the bid closing.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

ONLINE REPORTING

- A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- B. The Contractor agree to take at least the following affirmative steps:
1. Including qualified MBEs and WBEs on solicitation lists.
 2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
 3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

PROMPT PAY

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

EVALUATION, REPORTS, INFORMATION AND AUDITS

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement .
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

PROPRIETARY MATERIALS

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

OWNERSHIP OF PROPERTY

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

TERMINATION

- A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

- B. **Non-Performance/Periodic Payments.** Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets,

until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. **Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this

Agreement.

FORUM SELECTION

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IV. FORMS

MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS

REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

- ATTACHMENT 1 – Offeror Corporate and Contact Information
 - Required with Proposal Submission
- ATTACHMENT 2 – Not Used
- ATTACHMENT 3 – Affidavit of Accuracy and Signature Page
 - Required with Proposal Submission
- ATTACHMENT 4 – Subcontractor SBE/M/WBE Utilization Plan
 - Required only if the Offeror is subcontracting any portion of the work
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
 - Informational Use Only. The successful Offeror may be required to complete this form at contract execution.

ATTACHMENT 1 TO RFP

OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

Instructions: Provide the following information about the Offeror to this RFP.

Date: _____
(month, day and year)

LEGAL NAME OF
OFFEROR _____

Offeror's City of Cincinnati SBE/MBE/WBE Certification Status (mark all applicable categories with an X):

() City of Cincinnati SBE () City of Cincinnati MBE () City of Cincinnati WBE

() City of Cincinnati ELBE () City of Cincinnati SLBE

Offeror's Corporate Office Business Address and Telephone Number

Offeror's Local Office Business Address and Telephone Number

Offeror's contact person who can respond authoritatively to any questions about this submittal:

Name: _____ Title: _____ Tel.: _____

Email: _____

Mailing Address: (if different than above) _____

Type of organization (mark with an X):

- () Corporation () Sole Proprietor () Limited Liability Company
- () Limited Liability Partnership () Other (Specify): _____

1. Organization

A. How many years has Offeror been in business performing the work as described in this RFP?

B. How many years has Offeror been in business under its present business name?

C. Under what other or former names has Offeror operated?

D. If Offeror is a corporation, please indicate:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name(s): _____

Secretary's name: _____

Treasurer's name: _____

E. If Offeror is a partnership, please indicate:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

G. If Offeror is a limited liability company, please indicate:

Date of organization: _____

Name(s) of managing members: _____

H. If the form of Offeror is other than those listed above, describe it and name the principals:

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

(Please indicate answer with an "X")

Yes () No ()

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

2. Judgments

- A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes () No ()

- B. If yes, provide details on any such judgment.

3. Contract Compliance

- A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes () No ()

- B. If yes, provide details on any such instance.

- C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes () No ()

- D. If yes, provide details on any such instance.

4. Convictions

- A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes () No ()

- B. If yes, provide details on any such conviction.

5. Debarment

- A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes () No ()

- B. If yes, provide details.

6. Contract Execution History

- A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes () No ()

- B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

ATTACHMENT 3 TO RFP

AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

Full, Legal Name of Offeror

Name of Authorized Representative¹

Title of Authorized Representative¹

Signature of Authorized Representative¹

Date

State of: _____

County of: _____

Sworn to and subscribed in my presence this _____ day of _____, 2013 by

_____.

My commission expires: _____
Notary Public

¹Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).



**ATTACHMENT 4 TO RFP
CITY OF CINCINNATI
SUBCONTRACTOR SBE/M/WBE UTILIZATION PLAN**
Solicitation Reference No. _____

Form 2003

(SUBMIT WITH
BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION:		DATE SUBMITTED:	TOTAL CONTRACT VALUE \$:
COMPANY NAME:	FEDERAL TAX ID#	ADDRESS/TELEPHONE:	

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM (S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature	Title	DATE
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ATTACHMENT 5
FORM DEI 147

CITY OF CINCINNATI
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM

Adopted by Ordinance Nos. 331-1999 and 235-2013.

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

Ordinances of the City of Cincinnati and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices relating to designated contracts with the City including contracts for construction, labor, services, materials, supplies, equipment, leases, loan and concession agreements.

Completion of this Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity (EEO) Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractor rests with the contractor or subcontractors. Such demonstration is a prerequisite for continued eligibility for bidding on City of Cincinnati contracts. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following action(s) being taken against your company.

- 1) Refusal of all future bids or proposals for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

PROCEDURE

You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Department of Economic Inclusion
805 Central Avenue, Suite 610
Two Centennial Plaza
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM DEI 147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE DEPARTMENT OF ECONOMIC INCLUSION SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BEING **NON-RESPONSIVE**.

Company Name: _____

Date: _____

Revised 12/1/2015

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.*
- 2. The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor shall furnish all information and reports required by the Department of Economic Inclusion pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the Department of Economic Inclusion for the purpose of investigation so as to ascertain compliance with the program.*
- 4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.*
- 5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Department of Economic Inclusion. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.*

POLICIES AND PRACTICES

The bidder/contractor will indicate his/her willingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Cincinnati by encircling the applicable letters to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company/Organization.

B - The Company/Organization will adopt this policy.

C - The Company/Organization cannot or will not adopt this policy. (If "C" is circled state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.

ALL QUESTIONS MUST BE ANSWERED.

Circle One	Items	State Reason if (C) is Circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: _____ Title: _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

**CITY OF CINCINNATI
DEPARTMENT OF ECONOMIC INCLUSION
BIDDER/CONTRACTOR INFORMATION**

Name of Company/Organization () Telephone Number

Address (Include Room/Suite Number, City, State and Zip Code)

Federal Tax I.D. Number or Social Security Number

Name of Company/Organization Contact Person

CHECK APPROPRIATE BOX BELOW

- | | |
|---|--|
| <input type="checkbox"/> Prime Contractor-Construction | <input type="checkbox"/> Subcontractor-Construction |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services) | <input type="checkbox"/> Subcontractor-Supplies/Services |
| <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Non-Profit Organization |
| | <input type="checkbox"/> Other (Please List) |
| | <input type="checkbox"/> _____ |

**SEX AND RACE OF MAJORITY BUSINESS OWNER
(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)
CHECK APPROPRIATE BOX BELOW**

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SEX AND RACE OF BOARD OF DIRECTORS – Non-Profit Organization

*****PUT THE NUMBER OF EACH IN THE APROPRIATE BOX*****

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**INSTRUCTIONS FOR COMPLETION OF
EMPLOYMENT DATA TABLE ON PAGE 6**

1. Enter total number of employees in column one (1) according to job categories as listed below.
2. Enter number of handicapped employees in company's total work force and enter in column two (2).
3. Break down columns three (3) through seven (7) into race/ethnic group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group of the females and enter totals in column fourteen (14).

NOTE: EMPLOYEES LISTED MUST BE FULL TIME PERMANENT EMPLOYEES ONLY. DO NOT INCLUDE SEASONAL, TEMPORARY, AGENCY, OR PART TIME EMPLOYEES. EMPLOYEE FIGURES MUST REFLECT THE COMPANY'S TOTAL WORKFORCE, NOT ONE DEPARTMENT OR DIVISION.

DESCRIPTION OF CATEGORIES

Officials, managers and supervisors – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executive, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Sales workers – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

Operatives (Semi-Skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

	ALL EMPLOYEES		MALE						FEMALE					
	(1) TOTAL MALES & FEMALES	(2) HANDI- CAPPED	(3) WHITE	(4) AFRICAN AMER.	(5) ASIAN OR PACIFIC ISLANDER	(6) NATIVE AMER. ALASKAN NATIVE	(7) HISPANIC	(8) TOTAL MALES	(9) WHITE	(10) AFRICAN AMER.	(11) ASIAN OR PACIFIC ISLANDER	(12) NATIVE AMER.. ALASKAN NATIVE	(13) HISPANIC	(14) TOTAL FEMALES
<i>Officials, Managers and Supervisors</i>														
<i>Professionals</i>														
<i>Technicians</i>														
<i>Sales Workers</i>														
<i>Office and Clerical</i>														
<i>Craftspersons (Skilled)</i>														
<i>Operatives (Semi-skilled)</i>														
<i>Laborers (Unskilled)</i>														
<i>Service Workers</i>														
<i>Apprentices</i>														
TOTAL														
<i>Total employment from previous report (if any)</i>														
<i>Veterans</i>														